



City of Norfolk

NOTICE

To All Private Enterprises

The City of Norfolk, Virginia (the "City") is soliciting proposals to obtain Medical Assessments and Fitness Assessments for Public Safety Employees of the City.

The City invites all persons or firms to respond to the Request for Proposals ("RFP") **4688-0-2016/DH** submitting a proposal consistent with the terms and conditions of this solicitation.

Pre-Proposal Conference Date and Time: A pre-proposal conference will take place on September 14, 2015 at 11:00 a.m. prevailing Eastern Time. The Conference will be held at the Office of the Purchasing Agent, 232 E. Main Street, Suite 250, Norfolk, Virginia 23510

RFP Closing Date and Time: October 13, 2015 at 2:00 p.m. prevailing Eastern Time.

Offerors shall ensure its proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offerors unopened. Proposal shall be delivered to:

Office of the Purchasing Agent
232 E. Main Street, Suite 250
Norfolk, Virginia 23510
RFP 4688-0-2016/DH, Medical Assessments and Fitness Assessments for Public
Safety Employees

RFP 4688-0-2015/DH

Medical Assessments and Fitness Assessments for
Public Safety Employees of the City

Issued: August 31, 2015

RFP CLOSING DATE AND TIME: October 13, 2015 at
2:00 p.m. Prevailing Eastern Time

Danny Hawk, CPPB
Procurement Specialist
(W) 757-664-4026
danny.hawk@norfolk.gov

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

The undersigned agrees to perform any contract awarded as a result of this solicitation, in accordance with the terms, conditions, and requirements specified herein. The signature below shall be provided by an agent authorized to bind the company. Failure to execute this portion may result in rejection of your proposal.

Authorized Agent:

Name/Title: _____

Signature: _____

Company: _____

Address: _____

Phone: _____

Email: _____

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SECTION I: PURPOSE AND BACKGROUND

A. Purpose:

The City, is seeking proposals from qualified medical providers to provide comprehensive occupational, health and wellness services for City of Norfolk's Public Safety Departments (Norfolk Police Department (NPD), Norfolk Fire-Rescue (NFR), Norfolk Sheriff's Office (NSO) as outlined in this solicitations. Services to be provided include medical clearance for qualified applicants, ensuring the health, well-being and safety of incumbents, providing a return to work medical surveillance program, post exposure program and fitness assessments using the base of occupational medicine. The Public Safety Departments will provide the majority of the employees for occupational, health and wellness services, these services shall be made available to all Departments of the City.

The City seeks an Offeror who is of the highest occupational medical and technical caliber, experienced in working with Public Safety personnel, and who can be proactive in dealing with sensitive issues. Expectations of a medical provider within the scope of this project include: quality medical assessments, current with accepted methods of detecting/identifying cardiac risks, fit testing, information management and documentation capabilities, database management, electronic communications, and consultation services. The program will be subject to a rigorous quality control process and will be supervised daily by the City to assess Offeror performance.

Offerors shall be able to establish and develop a working environment that instills trust, respect, confidentiality, and a positive working relationship with all Public Safety employees as part of their customer service values. Offerors shall be able to deal respectfully with differences of opinions, emotional encounters, and with City employees of various ranks and job classifications.

This RFP provides the instructions for submitting proposals, the procedure and criteria by which an Offeror may be selected, and the contractual terms by which the City intends to govern the relationship between them and the Successful Offeror. Offerors responding to this request shall be responsible medical providers who regularly and practically engage in the delivery of this type of services.

B. Background:

The City's Public Safety Wellness Program was initiated in 1997 by the City Manager with the initial policy addressing annual wellness/fitness screenings, physical fitness standards, and tobacco usage policy for public safety employees. The annual wellness/fitness screenings policy states that employees will be provided these screenings at the employer's expense focusing on prevention and early detection. The Tobacco Free Policy states that Public Safety employees hired after January of 1997 must be "tobacco free" to be employed.

The overall goal of the Public Safety Wellness Program is to ensure that all public safety employees will be able to perform the physically demanding duties of their jobs without harm to themselves and without jeopardizing the safety and well-being of fellow employees or members of the public focusing also on prevention and early detection of health conditions. Please refer to the Public Safety Wellness Program Vision and Mission Statement - Exhibit 1.

The Public Safety Wellness Program's two components are:

1. Medical Assessment Program

The goal of the Medical Assessment Program is to provide surveillance medical examinations that evaluate all medical issues related to the performance of the essential tasks of the Public Safety job and the overall health status and well-being of the applicant

or employee. This is to ensure that candidates and incumbent employees are medically qualified to perform their required duties while reducing the risk of occupational injuries and illnesses.

2. Fitness Assessment Program

If funded, the goal of the Fitness Assessment Program is to evaluate the employee's current physical fitness levels, compare them to norms of others who are of the same age and sex, and provide an individualized exercise program under a doctor's supervision, based on current fitness and available resources that will act to improve or maintain overall fitness.

The City's Public Safety Wellness Program is mandatory for all uniformed sworn employees of Norfolk's Public Safety Departments.

The City's Department of Human Resources (HR) has oversight of Public Safety Wellness Programs. Public Safety Wellness Programs were developed in partnership with HR and the Public Safety Departments. The respective Public Safety Department Chief's (NPD Chief, NFR Chief, Norfolk Sheriff) or their designee will provide agreement oversight, administration, quality assurance, program development, and payment of services. Each department will also have designated representatives to act as Health and Fitness Facilitators.

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SECTION II: SCOPE OF SERVICES

A. Scope of Work:

1. Services:

The Successful Offeror shall perform the following services on an as needed basis.

- a. Provide medical assessments for City applicants, as directed by Human Resources. The majority of the assessments will be from Public Safety Department and (estimated 200 to 360 annually).
- b. Provide annual medical assessments for Public Safety Department (estimated 1,250 annually).
- c. If funded, shall provide fitness assessments and exercise prescriptions for NFR employees. Approximately 25 employees per month for the first six (6) months will participate. This program will then be evaluated and decisions made on whether to continue the service and in what manner. Fitness assessments may be expanded to NPD and/or other classifications, based on the sole discretion of the City. Therefore, the Offeror shall demonstrate their capacity to provide fitness assessments and exercise prescriptions for additional positions, as determined by the City.
- d. Provide all additional required testing or assessments of special teams of the Public Safety Departments. This may include teams such as the hazmat team, animal control, and others (estimated 150 employees annually).
- e. Provide the evaluation of Public Safety employees who are experiencing any issues that may be impairing the employee with their ability to perform in his/her job classification. This may include referral to specialists such as, but not limited to, psychologists, psychiatrists, counselors, or medical specialists for a "Fit for Duty" evaluation. Cases such as these shall be discussed in a three way conversation with the medical doctor, employee and respective Public Safety Chief or designee to determine the best course of action based on findings (estimated 50 — 150 cases per year depending upon the need.).
- f. Provide an infection control program consisting of immunizations, health screenings, education and exposure follow up measures for all City employees on an on call basis, twenty-four hours (24) a day, seven (7) days a week. The Offeror shall work closely with the City's Human Resources Benefits Manager and Public Health Department during implementation of these services following the City's established policies (estimated 50 — 100 cases per year depending upon the need.).
- g. Provide "Return to Work" assessments for all Public Safety and City employees following occupational exposure, illness, injury, or protracted absence from the job at the request of the respective departments (estimated 300 cases annually). The scope of this assessment shall be determined by the occupational physician reviewing the type and severity of the condition.
- h. Provide annual respiratory medical clearance and fit testing in compliance with OSHA standards (estimated 1,250 per year). Quantitative fit testing will be required for all masks including the N95, half, and full face respirators used by Public Safety employees. The Public Safety Departments will provide the masks for employees to use.
- i. Provide surveillance of basic health factors related to the wellbeing of employees to include but not limited to; Cardiac assessment to identify risk factors as outlined in "Coronary Artery Disease Risk Factor Thresholds for the Use with the American college Sports Medicine Risk Stratification" see Exhibit 2.
- j. Offeror may be required by the City to work with other physicians in the assessment of employees. The Offeror shall be responsible for requesting and processing information from other medical providers with permission from the employee or the City. The Offeror shall provide an evaluation of all medical tests results and provide all required consultations, with written recommendation for duty status to the appropriate Public Safety Department Chief or designated representative. All costs involved in these processes including data entry into the Offeror's tracking system which provides the basis of all reporting shall be included in services provided.
- k. Offeror may be required by the City to periodically provide written articles for the purpose of publishing in City publications to employees. These will be required on an as needed basis with a two (2) week notice, no more than two (2) times per year.

- l. Offeror shall work as a team with all City staff, medical vendors, and other specialists to ensure that all services are implemented effectively.
- m. All required paperwork that needs to be completed by the City employee prior to any assessment shall be available electronically to the departments in advance for employees to retrieve and fill out prior to an appointment. The ability to fill out the medical forms electronically is preferred but not required.
- n. Offeror shall provide all required equipment for providing all medical services, medical assessments, and fitness assessments. All equipment shall be maintained in accordance with the manufacturer's specifications. This includes required calibration of equipment, annual maintenance, and daily maintenance if required.

2. Standards – Fit for Duty:

- a. All Public Safety applicants and incumbent employees shall be medically assessed and evaluated based on their ability to perform the essential tasks of the job they are applying for or currently hold. See Exhibit 3 Public Safety Employees Job Classification Specifications - for all current job descriptions.
- b. The Offeror shall provide NFR medical and fitness assessments in accordance with the National Fire Protection Agency (NFPA) 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments, 2013 Edition, see Exhibit 4. Chapter 6 of this standard can be found in Exhibit 5. If during the contract period, a revised edition of 1582 is developed, the Offeror shall be required to implement the updated version as requested by the Norfolk Fire Chief.
- c. NPD recruits and incumbents shall be provided a medical assessment as outlined in “Medical Assessment Program Outline for Norfolk Police Department Recruit Personnel” see Exhibit 6, the “Medical Guidelines for City Police Officers, Gebhardt, 1999” see Exhibit 7. Norfolk Police Academy students are subject to the Department of Criminal Justice Services, “Required Standards for the Norfolk Police Academy Policy for Physical Examinations”, see Exhibit 8.
- d. NSO recruits shall be provided a medical assessment as outlined in “Medical Assessment Program Outline for Norfolk Sheriff Department Recruits” see Exhibit 9. NSO recruits and incumbents shall be given the “Norfolk Sheriff’s Office Physical Ability Assessment Readiness Questionnaire” before any physical assessment is performed. See Exhibit 10
- e. The Offeror shall adhere to all regulations of other agencies for standards of testing for special teams. This shall include, but is not limited to, the regulations established by the State of Virginia concerning Hazmat Teams.
- f. The Offeror shall conform to all applicable Occupational Safety and Health Administration (OSHA) standards, including:
 - i. 29 CFR 1910.95, "Occupational Noise Exposure" see Exhibit 11.
 - ii. 29 CFR 1910.120, "Hazardous Waste Operations and Emergency Response" see Exhibit 12.
 - iii. 29 CFR 1910.134, “Respiratory Protection” see Exhibit 13.
 - iv. 29 CFR 1910.1030, "Blood borne Pathogens" see Exhibit 14.
- g. The Offeror shall conform to the City’s “Blood Pathogen Exposure Control Plan” see Exhibit 15.

3. Clearance for Duty:

Public Safety employees shall complete all aspects of the medical assessment process and respiratory clearance process before a clearance for duty status can be given by the Successful Offeror. The Offeror shall designate each Public Safety employee in one of four categories listed below to designate duty status:

- a. Full Duty Clearance — employee has successfully completed all testing required and is medically cleared to perform in the job classification he/she is applying for or currently holds with no restrictions.

- b. Modified Duty Clearance — employee has successfully completed all testing required and is medically cleared to perform some, but not all, essential tasks of the job. Duty restrictions shall be clearly stated and an action plan established that shall move the employee to full duty clearance.
- c. No Duty Clearance — employee has successfully completed all testing required and has restrictions that will not allow the employee to perform the essential tasks of the job. An action plan shall be established, if appropriate, that shall move the employee to full duty clearance.
- d. Not fit for duty — all of the medical exam components have not been completed and a fit for duty cannot be given due to the lack of information.

4. Medical Records:

All medical information shall be maintain in compliance with federal, state, and local regulations including Health Insurance Portability and Accountability Act (HIPAA) regulations.

- a. In order for the Medical Assessment Program to be effective in providing the best medical evaluation and continuity of care for each employee, there may be a need for the records of past medical examinations to be considered when completing current evaluations.
- b. All medical records shall be maintained and stored by the Contractor. Existing employee records total approximately 1,500.
- c. All medical records are considered the property of the City.
- d. If there is a change of Contractor, the location of the medical records shall become the site of the new Offeror. This transfer shall be completed at the expense of the Contractor currently holding the records within 30 days.
- e. All medical information shall remain confidential and shall only be obtained by the employee, at his/her written request, or by the current medical Offeror.
- f. Medical records shall remain sealed. Medical information shall NOT be obtained by any City official or department employee without written consent from the City employee.
- g. All applicable standards, including OSHA Standard 29 CFR 1910.1020, "Access to Employee Exposure and Medical Records" and H I P A A shall be followed. See Exhibit 16.

5. Personnel:

Offeror shall:

- a. Designate a Contract Manager who shall be the point of contact and who shall have management oversight of the resulting agreement. The Contract Manager shall work closely with Public Safety Department Chiefs or their designees and HR Benefits Manager.
- b. Designate an occupational health board certified physician to provide oversight over all physicians providing medical services. The physician shall be designated as the City's Occupational Physician. In this capacity, the physician shall serve as the single point of contact to coordinate all occupational health issues relating to Public Safety personnel. The physician shall also be required to work with City personnel in the performance of collateral administrative duties to include: development of updated medical and other occupational health and safety standards, participation in health improvement programs development, and ensuring compliance with all federal, state, and local laws, regulations and standards.
- c. If funded, designate a certified exercise physiologist to provide oversight of the Fitness Assessment Program. It is preferred that this individual shall be certified as an American College of Sports Medicine Health Fitness Instructor or have equivalent certification.
- d. The exercise physiologist shall understand the physiological, psychological, and environmental demands placed on public safety personnel. He/she shall implement all exercise evaluations, an evaluation of these evaluations, development of all exercise prescriptions, and the wellness counseling required for each employee assessed through this program.
- e. Notify City in the event that personnel shall be replaced by the Offeror. Replacement personnel shall be identified using the same guidelines established herein and the resulting agreement and shall be approved by the City in writing prior to performance under the agreement.
- f. Identify third parties to be employed by the Offeror in the performance of the agreement, including identification of personnel to be assigned, their qualifications, education, and representative

- experience in working with the proposed system. All Offeror employees and third party employees shall be approved by the City Project Officer in writing prior to performance under the agreement.
- g. As a condition of continued service, the City will require personnel assigned to this project to submit to alcohol and drug tests at any time. Subsequently, any person who has a positive test result shall be removed from under the agreement.
 - h. The City will require the Offeror to replace any assigned personnel who are considered unacceptable in the opinion of the City.

6. Specialists:

If the Successful Offeror's physician completes an employee assessment and requires follow-up testing or treatment of a condition, the following process shall be implemented:

- a. The condition shall be evaluated by the physician. The physician shall contact the respective Public Safety Chief or their designee and an appropriate determination made as to how this situation shall be handled.
- b. The physician shall be able to work with outside medical facilities and doctors in these circumstances.

7. Examinations/Tests:

The table below list type of examinations, tests and the estimated quantity the Successful Offer may be required to perform during the agreement period.

Description	Estimated Quantity
Pre-employment examination for Recruits*	200
Annual examination for Current Public Safety Employees*	900
Urinalysis, Dip	1100
Urinalysis, Microscopic	50
Diagnostic Blood Chemistry Profile (panel 56)	1100
Audiometric Test (500-800 Hz for each ear)	1100
Vision Examination	1100
Chest Radiographs	200
Electrocardiogram (EKG)	1100
Spirometry Examination	1100
Mammograms	5
Prostate Specific Antigen (PSA) Test	150
TB Titer (PPD)/Booster	1100/10
Tetanus (1x every 10 years)	100
Hepatitis B Initial Series of three (3)	200
Hepatitis B Titer/Booster	200/10
Hepatitis C Virus Titer	200
Vercelli Inoculation/Titer	5/50
MMR (Measles, Mumps, Rubella) Vaccine)/titer	10/40
Quantitative Respirator Fit Testing	1100
Qualitative Respirator Fit Testing	600
Diagnostic Treadmill Stress Test	50
Echo testing	25
TDap	100
Blood Bourne Pathogen Exposure Testing	50
Heavy Metal Evaluation	50
Flu Inoculations	500
Return to Work Medical Evaluations	200

Fitness Assessment (to include Wellness Counseling and Exercise Rx as outlined in RFP)	150 for one (1) year, potential 500 for year two (2) if funded
Functional Abilities Exam	10
Educational Program	Twelve (12) - one (1) hour - sessions
Cest X-Rays	10

8. Facilities and Sites:

- a. NFR will require all post-hire assessments, annual medical assessments, stress testing, respiratory fit testing, fitness assessments, and any other services to be conducted at the Successful Offeror's site within the same time frame. This is to ensure that the employee can have all required testing completed at one time.
- b. NPD will require all post-hire assessments, annual medical assessments, stress testing, respiratory fit testing, and any other services to be conducted at the Offeror's site(s).
- c. At the request of the Public Safety Department a respiratory fit testing be completed at worksites periodically for either recruits or incumbents.
- d. All required applicant(s) shall be sent to the Successful Offeror's site for their post-hire medical assessment from the Public Safety Department on an as need basis throughout the year.
- e. On rare occasions or in case of an emergency situation, there may be a need for all medical services to be provided at City facilities. The Successful Offeror shall provide this service at the City's option.
- f. Within 60 days of award, the successful Offeror shall have or establish an office/medical facility to perform the required services, located within the City's boundaries or with-in five (5) miles from Norfolk City Hall, 810 Union Street, Norfolk, Virginia 23510.

9. Scheduling:

- a. NFR will require all their employees make an appointment with the Successful Offeror for their complete assessment in the month of their birth date. NFR employees will be scheduling the assessments during their "on-duty" time. The Successful Offeror shall provide a list of employees who have not scheduled their appointment for that month to the respective Pubic Safety Department Chief or their designee.
- b. NPD will schedule appointments for all employees based on their birth month through their department representative. The Successful Offeror shall provide a list of employees who have not scheduled their appointment for that month to the respective Pubic Safety Department Chief or their designee. .
- c. All post-hire applicants will be sent to the medical facility on an as needed basis to the Successful Offeror's site. Walk-ins or no appointment times shall be required for these applicants. As a courtesy, the respective Public Service Department shall inform the Successful Offeror that a group of applicants will soon be sent so that the Offeror's can secure the needed resources to accommodate the group.
- d. The Successful Offeror's may require certain number of days and times for this service as long as the time is sufficient to assess applicants in a timely manner.
- e. If medical services are needed to be held at any City sites, the City will provide the Offeror a two-week notice.

10. Reporting and Documentation:

Upon completion of any assessments or services, the Successful Offeror shall provide a report to the individual applicant/employee's home address with the results and findings of the assessment. This report shall include all values found in the testing process and how they relate to the

applicant/employee's health, any medical condition(s) found that may need follow-up care, and a statement reflecting their medical certification to perform in the classification they are applying for or current job classification. This report shall be sent within ten (10) working days of the examination.

Reports shall be sent, by email, postal, or courier services, to the following locations:

Department of Human Resources and Public Safety Department Chief or designee.

- Type of Reports/Forms that shall be required during the term of the resulting agreement:

- Duty Status Medical Clearance Form

Indicating if the applicant/employee's clearance for duty status. This report shall state if an employee is or is not cleared for duty.

- Respirator Clearance Forms

Shall be placed in the employee's health record. If an employee cannot be cleared for respirator use, the Successful Offeror shall contact the respective Public Safety Department Chief or designee immediately and report status. The Successful Offeror shall provide a plan of action for the employee and department to take to medically clear the employee for respirator use.

- a. The Successful Offeror shall send a report to the Public Safety Department Chiefs or designee at the end of the month indicating if the applicant or employee scheduled did or did not show up and complete the Medical and/or Fitness Assessment process.
- b. If an employee shall immediately be placed in a "No Duty" status, the Successful Offeror shall first speak with the employee explaining why this is warranted. Then the Successful Offeror shall contact the respective Public Safety Department Chief or designee via telephone or e-mail, within two (2) hours, of any situation or circumstance where an employee shall be placed in a "No Duty" status due to findings from an assessment. In these cases, a return to duty "Plan of Action" shall be provided by the Successful Offeror to facilitate the return of the employee to work as soon as possible in a safe and efficient manner. The Successful Offeror shall provide a written report outlining the reasons for the "No Duty" decision and the "Plan of Action" within twenty-four (24) hours to the employee and respective Public Safety Department Chief or their designee.
- c. The Successful Offeror shall provide a report that designates "Medical Clearance" for all incumbent employees to participate in the Fitness Assessment Program. Medical clearance shall follow the American College of Sports Medicine Guidelines for Exercise Testing and Prescription. Medical Clearance Reports shall be sent to Public Safety Department Chief(s) or their designee within fourteen (14) days of the medical assessment. These reports shall be maintained in the medical records at the Offeror's site for the Public Safety Departments.
- d. The Offeror shall develop, update and maintain an electronic database for all employees of the Public Safety Departments to include; employee's name, birth date, dates of all medical and fitness assessments, dates of all respiratory fit tests, dates of all stress tests and echo tests, follow-up tests as needed, latest clearance for duty date, and size for respiratory mask(s) required by employee. This database shall be updated at a minimum of every two (2) weeks and available for review at any time by designated City employees via secure Internet.
- e. The Successful Offeror shall provide to the Public Safety Department Chief(s) or their designee a department specific report on medical assessment outcomes and fitness assessment outcomes on a quarterly and annual basis. The specifics of these reports will be defined by the City at the beginning of the resulting contract period.

11. Administrative Meetings and Consulting Services:

- a. Meetings shall be held with Offeror, the City's HR Department Benefits Manager and Public Service Department Chief(s) or designated representative once per quarter to discuss issues;

concerns, scheduling, and problem solving, as well as program implementation tactics. This process has been established in order to maintain and enhance communication flow to ensure the smooth administration of the resulting agreement. Other City individuals may be involved in this process as needed. The Public Safety Departments may request, if needed, meetings on a more frequent basis throughout the resulting agreement period.

- b. The Offeror shall consult with the City HR Department and Public Safety Departments Chief(s) or designee on issues related to the overall health and wellness of the Public Safety work force. This may include consultation on needed health related programs and sharing of available resources.
- c. The Successful Offeror's lead physician may be asked by the City to provide input into any administrative or other hearing called by the department representatives in the case of sudden illness, death, or disability. The purpose of this consultation is to provide the most up-to-date information and practice in the field on issues that may impact the need for changes in current City policies and practices.

12. Health Education/Wellness Counseling:

The Successful Offeror shall:

- a. Provide information (e.g. pamphlets, booklets, guides) to employees as part of the medical and fitness assessment process on health related issues important to that employee. This information shall act to inform the employee about areas of concern such as cardiovascular risk factors, metabolic diseases, hearing conservation, infectious diseases, physical fitness, smoking cessation, nutrition, and lifestyle modifications.
- b. Provide individual counseling with employees as part of the medical and fitness assessment process at the time of their assessment. Issues discussed shall be specific issues related to employee's assessment results. Behavior modification, readiness to change, and tactics in how to improve general health and well-being are a few examples of issues that may be discussed.
- c. Provide, in detail, the results of the fitness assessment and the exercise prescription developed for the employee at the time of the assessment. This discussion shall, but not be limited to, include goal setting, barriers to improving health status, and how to overcome them.
- d. When requested by the City, Successful Offeror shall provide annual training to designated employees in Public Safety Departments and other City personnel on reading and interpreting the results of Tuberculosis titers (TB titers). These designated personnel will be responsible to read TB titers, sign the form on their findings, and send to the Successful Offeror for their records for all employees. This process shall make the reading of titers a more efficient process.
- e. If requested by the City, to provide training, a general session, or workshop on any subject related to health, fitness, or wellness for public safety departments at a City facility at any time. Appropriate lead time will be given to the Offeror to prepare. Approximately 12 sessions shall be required per year.

13. Audit of Program Records:

- a. The City will audit medical records for the purpose of evaluating the performance of the Successful Offeror per the terms and conditions in the resulting agreement. Items that will be audited include: completeness of the medical record, testing completed, and timing of all processes.
- b. Records shall be provided to the City upon request with no identifying or personal health information.
- c. A minimum of fifty (50) records or maximum of 10% of all records will be audited annually.
- d. Customer satisfaction surveys shall be administered at the time of service to City employees asking them to rate their satisfaction and timeliness of service, Successful Offeror competency and professionalism and other issues as needed. These surveys shall be provided to the Public Safety Department Chiefs or their designee for review.

14. Work Hours:

Services shall normally be performed between 8:00 AM and 5:00 PM, Monday through Friday.

Public Safety Department Chiefs or designee may require consultation services with the physician(s) on a twenty-four (24) hour, seven (7) day per week basis.

The Successful Offeror shall provide after hour services, if needed, for performing all medical assessments and related testing at its medical facility(s). The need for after hour services is to accommodate the various schedules of the Public Safety employees.

Public Safety Department Chiefs or their designee will coordinate the scheduling of assessments for candidates and employees directly with the Successful Offeror.

The Public Safety Departments may have the need for medical assessment services to be provided on-site at designated City facilities. These services may be required any day of the week from 8:00 AM to 5:00 PM. When requested by the City, these services shall be provided within a two (2) week notice.

15. Method of Payment:

- a. The appropriate Public Safety Department will be responsible for paying for the services provided under this program. All invoices shall be sent to the Public Safety Department Chief or their designee that requested the service within fourteen (14) days of service. Public Safety personnel are NOT to be billed for services required by the City for purposes of employment.
- b. A detailed invoice for post-hire and annual medical evaluations for City review and processing shall be submitted every two (2) weeks based on services provided for each Public Safety Department receiving services. Payment will be made directly to the Successful Offeror in accordance with the resulting agreement terms and conditions.
- c. Separate invoices shall be submitted to the Public Safety Department for the post-exposure services and return to work medical evaluations.
- d. Invoices shall contain the following items at a minimum: invoice number and date, City contract number, Delivery Order (DO) number, date of services, address of Offeror for payment purposes, number of assessments, tests, and exams performed, cost per each service and total cost. In addition to the invoice,
- e. The Successful Offeror shall provide, through a secure environment, a separate informational sheet with the following items; employee's name and birth date, services and tests performed, and date when services were performed.

SECTION III: INFORMATION REQUIRED FROM OFFERORS

The following items must be included in Offerors proposal.

A. Business Organization and Credentials:

1. Synopsis of the Offeror's business qualifications to include but not be limited to the business plan, product design philosophy, client support infrastructure.
2. Audited annual corporate financial statement for the three most recent fiscal years or other financial reference which demonstrates the financial capacity of the Offeror.
3. Names, titles and telephone numbers of at least three customers currently being provided similar services who may be contacted for reference. Preferred references would be customers who have been using your services for at least three consecutive years and are doing business in the Commonwealth of Virginia.

B. Offeror Contact Information:

1. Name, title, address, telephone number and e-mail address of individuals with authority to negotiate and contractually bind the Offeror.
2. Name, title, address, telephone number and e-mail address of individuals who can be contacted during the period of evaluation with questions about the proposal.
3. Name, title, address, telephone number and e-mail address of individuals who can be contacted for prompt contract administration upon award of the contract.
4. Person(s) designated to be the Occupational Health and Wellness Physician,
5. Person (s) designated that will have oversight for the Fitness Assessment Program.

C. Understanding of the RFP:

Describe the Offeror's understanding of the services and how the Offeror plans to accomplish the requirements. Detail the managerial approach, technical capabilities for the performance of the required services. Services shall include management, consultation, implementation of assessments and services, education and training, data management and ability to work with other medical providers, and City employees.

D. Information Technology:

Offerors in their proposal:

1. Shall demonstrate their database systems and software programs ability to integrate and work with the City's technology environment, see Exhibit 17. This is to include ability to use Microsoft Outlook as the tool for e-mail and all Microsoft Office programs.
2. Shall demonstrate use of state of the art electronic software program to store all medical data, fitness assessment data, occupational exposures, respiratory clearance data, and basic health related data of all public safety employees. This software shall be comprehensive in nature and HIPAA compliant.

E. Personnel:

Offeror shall identify all essential personnel to be assigned to the project, their qualifications, education, and experience.

1. Designate a Contract Manager who shall be the point of contact and who shall have management oversight of the resulting agreement.
2. Designate an occupational health board certified physician to provide oversight over all physicians providing medical services.
3. If funded, designate a certified exercise physiologist.
4. Identify all essential personnel to be assigned to the project, their qualifications, education, and experience.
5. Identify third parties to be employed by the Offeror in the performance of the agreement, including identification of personnel to be assigned, their qualifications, education, and representative experience in working with the proposed system. All Offeror's employees and third party employees shall be approved by the City in writing prior to performance under the agreement.

F. Additional Information:

1. State the number of years your company has been providing the required services to public safety employees in municipal government.
2. Describe the types of medical services provided by your company including medical examinations, respiratory protection fit testing, and other related medical services for public safety pre-employment and incumbent municipal employees.
3. Describe the fitness testing services provided by your company including the protocols used, evaluation of tests results, exercise prescription, and wellness counseling.
4. Discuss any services that will be subcontracted.
5. Discuss consultation services that will be provided by your company.
6. Provide facility(s) layout including capacity levels, square footage and pictures of exterior and main areas of the interior. Include information and pictures of portable vehicles used in providing services.
7. Provide samples of all reports and documentation used in providing services.
8. Discuss your capability, processes and procedures to complete services when information may come from other physician(s) or contracted vendor(s).
9. Provide a project management and implementation plan.
10. Discuss the quality control plan.
11. Discuss the personnel management plan that will work to maintain continuity of care by physician(s) and staff.
12. Provide emergency contact information and policy.
13. Provide the total number of miles and an average time required for roundtrip travel from the Norfolk's City Hall Building to your facility(s).
14. Discuss any future plans the Offeror may have in changing its business structure, available services, business practices, or business locations over the next five (5) years.
15. Discuss how you secure medical records, including electronic records, to ensure the privacy of City employee's medical information.
16. Describe how ensure HIPPA standards are followed.

SECTION IV — EVALUATION CRITERIA

An Evaluation Committee composed of representatives from the City will evaluate all proposals received. Selection will be based on the following criteria:

A. Proposal:

1. Understanding of all RFP requirements,
2. Completeness of response and staffing level(s),
3. Responses to all areas of the RFP as requested,
4. Quality, depth and thoroughness of the proposal,
5. Demonstrated understanding of compliance standards, NFPA-1582, 2013 edition, 29 CFR 1910.120, 29 CFR 1910.134, 29 CFR 1910.1030, Medical Guidelines for City of Norfolk Police Officers, Gebhardt, 1999, State Hazmat Standards, DC,IS Standards, Police State Accreditation and ACSM standards.

B. Qualifications:

1. Experience with delivering occupational health care and developing complementary programs with similar projects and similar magnitude,
2. Credentials and experience of the physicians that will perform Medical Assessments Programs,
3. Credentials and experience of the staff performing the Fitness Assessment Program,
4. Credentials and experience of all staff involved in this project,
5. Financial resources,
6. Organization stability,
7. Client references,
8. Facility location, hours of operation and capacity,
9. Capabilities of on-site services,
10. Ability to implement personnel management plan to ensure continuity of the assigned physician(s) and other medical staff members,
11. Availability of staff for emergencies,
12. Demonstrated project management skills,
13. Demonstrated ability to work with personnel of varying grade and responsibility, and
14. Demonstrated ability to work as a team player with all City departments included in this project for the successful implementation of the Public Safety Wellness Program.

C. Responsiveness to the Tasks (Functional and Technical):

1. Adequacy of proposed quality control plan,
2. Demonstrated ability to conduct the Medical Assessment Program and Fitness Assessment Program within the scope of the RFP,
3. Ability to provide information electronically using current Microsoft Office software,
4. Capacity to track and report information in a timely manner,
5. Availability of physician(s) for consulting if needed.

SECTION V: GENERAL INFORMATION TO THE OFFEROR

A. Issuing Office:

City of Norfolk
Office of the Purchasing Agent
Attn: Danny Hawk, Procurement Specialist
232 Main Street, Suite 250
Norfolk, VA 23510
Telephone: (757) 664-4026
Fax: (757) 664-4018
danny.hawk@norfolk.gov

B. Contract Administrator:

Department of Human Resources
810 Union Street, Suite 100
Norfolk, VA 23510

C. Contract Term:

The term of the resulting Agreement will be for a period of five (5) years beginning on the date of the execution of the resulting Agreement.

D. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City representatives or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP after issuance of the RFP and prior to award is expressly prohibited. Any such prohibited contact by an Offerors will result in disqualification of the Offeror's proposal.

E. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via www.DemandStar.com must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number.

F. Questions, Changes, Modifications:

Offerors shall carefully examine this RFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions should be addressed to the Purchasing Agent. If the answer materially affects the RFP, the information will be incorporated into an addendum and posted on the City's web site. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this RFP.

This RFP and any Addenda shall be incorporated, by reference, into any resulting agreement.

Oral comments and instructions do not form a part of this RFP. Fax and e-mail are for questions only, proposals submitted via fax or e-mail will not be accepted.

G. Schedule of Events

Event	Date
RFP Issued	August 31, 2015
Pre-Proposal Conference	September 14, 2015; 11:00 AM Prevailing Eastern Time
Question 1 Deadline	September 17, 2015; 5:00 PM Prevailing Eastern Time

Amendment 1 Issued	September 22, 2015
Question 2 Deadline	September 28 , 2015; 5:00 PM Prevailing Eastern Time
Amendment 2 Issued	October 5 , 2015
Proposal Due	October 13 , 2015; 2:00 PM Prevailing Eastern Time
Presentations	Week of November 2, 2015
Negotiations	Week of November 16, 2015
Intent to Award posted	November 20, 2015
Agreement Generation	December 1, 2015
Agreement Begins	January 1, 2016

H. RFP Closing:

Offerors shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened. Proposals shall be delivered to:

Office of the Purchasing Agent (Issuing Office)
232 E. Main Street, Suite 250
Norfolk, Virginia 23510
RFP 4688-0-2016/DH, Medical and Fitness Assessments for Public Safety Employees

I. Preparation of Proposals:

In presenting their proposals, Offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

It is solely the Offerors responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the Offeror's proposal. The City reserves the right to determine if a proposal is incomplete or non-responsive. Each element should be completed and omissions shall be explained.

J. Proposal Binding For One-hundred Eighty (180) Days:

Offerors agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

K. Proprietary Information/Non-Disclosure:

Offerors are advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offerors. Specifically, if Offerors seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offerors shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials.
2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.

5. The City reserves the right to submit such information to the City Attorney's Office for concurrence of the Offeror's claim that it is in fact proprietary.
6. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by Offerors in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or proposal pricing are to be protected is unacceptable. Offerors will be requested to remove any such statement(s) in order to be eligible for further consideration.

L. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the Offeror whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one Offeror.

Offerors will submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, proposals should be submitted initially on the most favorable terms that the Offerors can propose with respect to both price and technical capability.

Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls or e-mails to Offerors.

The contents of the proposal(s) of the Successful Offeror, as negotiated, will be incorporated and made a part the resulting agreement.

M. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section L, "Proprietary Information/Non-Disclosure."

N. Cost Incurred In Responding:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

O. Offerors Obligation:

Offerors shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the Successful Offerors of its obligation to fulfill the requirements of any contract resulting from this RFP.

P. Non-Assignment:

Offerors shall not assign its rights and duties under the contract without the prior written consent of the City. Any attempt to assign such rights shall be null and void without action from the City.

Q. Notices:

All notices, requests, demands, and elections under the contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, email received date, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing, whichever comes first.

All notices shall be addressed to:

Purchasing Agent
City of Norfolk
232 East Main Street, Suite 250
Norfolk, VA 23510

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

R. Governing Law and Venue:

This procurement and the contract shall be governed by the laws of the Commonwealth of Virginia. Venue shall be in Norfolk, Virginia.

S. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

T. Ethics in Public Contracting:

Offerors shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are attached. The Offerors shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

U. Nondiscrimination:

Offerors agrees that it will adhere to the nondiscrimination requirements set forth in Code of the City § 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

V. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

W. Defend and Hold Harmless Agreement:

Offerors shall defend, indemnify, and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Offerors, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

X. Insurance Requirements:

1. Insurance:

Contractor shall maintain during the term of this agreement insurance of the types and in the amounts described below. All general liability and automobile/vehicle liability policies will be written in an "occurrence" form unless otherwise specifically approved by the City. The CITY OF NORFOLK will be named on such liability policies as "Additional Named Insured" on such policies. Insurance policies shall provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City shall have the right, but not the obligation, to purchase such insurance at Contractor's expense.

- a. **Commercial General Liability Insurance:** If necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.
- b. **Worker's Compensation Insurance:** As required by statute and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, and policy limit of \$500,000.
 - i. **Employers Liability Insurance:** Provide payment of alleged claims of injury by an employee not covered by Workers' Compensation, and, or liability for damages that arise directly from an employee's job-related injury.
 - ii. **Statutory Limits** as required by law and, or, \$500,000 each occurrence; \$500,000 aggregate.
- c. **Automobile/Motor Vehicle Liability Insurance:** The Offeror shall maintain Automobile Liability insurance with a limit of not less than \$1,000,000 each accident, \$2,000,000 aggregate. Such insurance shall cover liability arising from any motor vehicle as defined by State of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists. Coverage shall be written on an approved ISO Form for coverage in the State of Virginia.
- d. **Professional and/or Errors and Omissions Liability Insurance:** as shall protect the Contractor against legal liability as a result of alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Contractor's duties and obligations under this contract whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows: not less than \$1,000,000 each occurrence, \$2,000,000 aggregate.
- e. **Privacy and Breach of Information Liability Insurance:** as shall protect the Contractor against legal liability brought by third parties alleging one or more of the following actions arising from work performed while providing services in the performance of the resulting agreement
 - i. Dissemination of Information in Violation of Right of Privacy;
 - ii. Collecting Information in Violation of Right of Privacy;
 - iii. Theft and use of Information in Violation of Right of Privacy;
 - iv. Breach of privacy due to theft of data (e.g. credit cards, financial or health related data).

- v. Such liability insurance coverage may be provided either by separate policies or in combination with other liability insurance required in this contract. The minimum acceptable limits of liability to be provided by such liability Insurance shall be: not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

2. Insurance Policies/Certificate of Insurance: CONTRACTOR shall furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in Paragraphs _____ of this Agreement. The certificate(s) shall specifically indicate that the insurance includes any extensions of coverage required in Paragraph _____ above. In the event of cancellation of, or material change in, any of the policies, the Contractor shall notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Agreement/Contract, the CONTRACTOR shall furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, an, or the City's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or (2) identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

3. Sub-Contractor Insurance: The Contractor shall require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor shall furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing such insurance. The Sub-Contractor shall comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor shall furnish at least one copy the Sub-Contractor's policies/certificate to the City.

4. Insurance Company and Agent: All insurance policies herein required of the Offeror and the Offeror's sub-contractors shall be written by a company duly authorized by Federal or State law and licensed to do business in the Commonwealth of Virginia and be executed by some agent thereof duly licensed as an agent in said Commonwealth.

Y. Compliance with Federal Immigration Law:

Offerors shall certify that, at all times during which any term of an agreement resulting from this RFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

Z. Compliance with State Law: Authorization to Transact Business in the Commonwealth:

Offerors hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

AA. Cooperative Procurement:

This RFP is being conducted pursuant to Virginia Code § 2.2-4304 and Norfolk City Code § 33.1-3. The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this RFP in accordance with Virginia Code § 2.2-4304. The City shall not be responsible or

liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

BB. Protests:

1. Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP. No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP.
2. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

CC. Termination of Agreement:

1. Appropriation of Funds

Compensation pursuant to performance under this Agreement shall be subject to appropriation by the Council of the City of Norfolk. The City shall not incur any obligation or liability under this agreement beyond the funds appropriated for such obligation or liability in any fiscal year in which this agreement is in effect. In the event sufficient funds are not appropriated, budgeted or appropriated to meet the obligations under this agreement, either party may terminate this agreement by thirty days written notice.

2. Termination without Cause:

The City may, at any time and for any reason, terminate the resulting contract by written notice to Contractor specifying the termination date, which shall be not less than sixty (60) days from the date such notice is mailed. Notice shall be given to Contractor by certified mail/return receipt requested, addressed to the Contractor's documented primary point of contact. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination. If the event the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

3. Breach of Contract / Termination with Cause:

In the event that Contractor shall for any reason or through any cause be in default of the terms of the resulting contract, the City may give Contractor written notice of such default by email or certified mail/return receipt requested. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default, or if unreasonable to cure in ten (10) days, to demonstrate that the cure has been initiated within ten (10) days from such notice. Upon failure of the Contractor to cure the default, the City may immediately cancel

and terminate the contract, as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, the contract may be immediately cancelled and terminated by the City and provisions herein and the opportunity to cure default shall not be applicable.

Contractor shall be deemed in breach of this contract if the Contractor:

- Fails to comply with any terms of the resulting agreement.
- Fails to cure such noncompliance within ten (10) calendar days from the date of the City's written notice or such other time frame, as specified by the City's Director of Human Resources.
- Fails to submit a written response to the City's notification of noncompliance within ten (10) calendar days after the date of the City's notice.

Contractor shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of the Contractor and / or its subcontractors, and occurred without any fault or negligence on the part of both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

DD. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with the City which is not disposed of by agreement shall be decided by the City's Purchasing Agent, who shall reduce his / her decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the City's Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the City Code. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the City fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

EE. Audits:

The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the city, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Norfolk, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location

in Norfolk, Virginia, which is convenient for the City. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied

Remaining page intentionally left blank.

Attachment A: Anti-Collusion Statement

TO ALL OFFERORSS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____ (name of Offerors), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned Offerors hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

Remaining page intentionally left blank.

Attachment B: Ethics in Public Contracting

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code § 2.1-347 to § 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code § 18.2-438 to §. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a Offerors or Offerors involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a Offerors such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with an Offerors.

Sec. 33-1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a Offerors or sub-contractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any Offerors or Offerors with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that Offeror, PPEs.

Sec. 33.1-90. Gifts by Offerors or sub-contractor (Virginia Code §2.2-4371).

No Offerors, or sub-contractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No Offerors or sub-contractor shall demand or receive from any of his suppliers or his sub-Contractor, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No Offerors or sub-contractor or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If an Offerors or sub-Contractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent Offerors by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial: _____

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Attachment C: Nondiscrimination

Sec. 33.1-53. Employment discrimination by Offerors prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the Offerors agrees as follows:

a. The Offerors will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Offerors. The Offerors agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Offerors, in all solicitations or advertisements for employees placed by or on behalf of the Offerors, will state that such Offerors is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The Offerors will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Contractor or Offerors.

Initial: _____

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Attachment D: Debarment Certification

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The Offerors certifies, to the best of its knowledge and belief, that—

(i) The Offerors and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offerors has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The Offerors shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offerors learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offerors to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offerors non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offerors is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offerors/PPEs knowingly

rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date: _____

Attachment E: Compliance with Federal Immigration Law

1. CERTIFICATION.

The Offerors certifies, to the best of its knowledge and belief, that -

The Offerors and/or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name)

_____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. INSTRUCTIONS.

a. The Offerors shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offerors learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offerors/ to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offerors/ non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offerors is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offerors knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Title: _____

Name: _____

Date: _____

Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia

I. CERTIFICATION.

A. The Offerors (Please fill in with your enterprise's complete name)

_____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Offerors by the State Corporation Commission:

B. Offerors/ that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS.

a. The Offerors shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offerors learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offerors to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offerors non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offerors is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offerors knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

Title: _____

Name: _____

Date: _____

Exhibits 1-18

Exhibit 1. Public Safety Wellness Program Vision and Mission Statement

Exhibit 2. Coronary Artery Disease Risk Factor Thresholds for the Use with the American college Sports Medicine Risk Stratification

Exhibit 3. Public Safety Employees Job Classification Specifications

Exhibit 4. National Fire Protection Agency (NFPA) 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments, 2013 Edition

Exhibit 5. Chapter 6 of NRPA 1582

Exhibit 6. Medical Assessment Program Outline for Norfolk Police Department Recruit Personnel

Exhibit 7. Medical Guidelines for City Police Officers, Gebhardt, 1999

Exhibit 8. Department of Criminal Justice Services, Required Standards for the Norfolk Police Academy Policy for Physical Examinations

Exhibit 9. Medical Assessment Program Outline for Norfolk Sheriff Department Recruits

Exhibit 10. Norfolk Sheriff's Office Physical Ability Assessment Readiness Questionnaire

Exhibit 11. 29 CFR 1910.95, Occupational Noise Exposure

Exhibit 12. 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response

Exhibit 13. 29 CFR 1910.134, Respiratory Protection

Exhibit 14. 29 CFR 1910.1030, Blood borne Pathogens

Exhibit 15. Blood Pathogen Exposure Control Plan

Exhibit 16. OSHA Standard 29 CFR 1910.1020, Access to Employee Exposure and Medical Records

Exhibit 17. Current City's Technology Environment